TERMS AND CONDITIONS OF BUSINESS

These terms and conditions (the "Terms") apply whenever Aristocrat provides Goods or Services to you, unless expressly agreed otherwise in writing. By placing a Purchase Order for any Goods or Services, you accept the Terms.
In these conditions "Aristocrat" means Aristocrat Technologies (NZ) Limited and its officers, employees and agents and "you" means the person(s) purchasing the Goods or Services from Aristocrat.

1 PRICE AND CANCELLATION

1.1 Subject to anything to the contrary in the Quote:
- (a) the price for the provision of Goods or Services is Aristocrat's standard list price for them;
- (b) the Quote may only be accepted within 30 days of its date of issue;
- (c) if you accept the Quote, our agreement commences on your acceptance;
- (d) all prices quoted are exclusive of all taxes including goods and services tax; and
- (e) prices may include a sales commission or Aristocrat may be paying a sales commission to a third party.

1.2 You cannot cancel any Purchase Order except with Aristocrat's consent. Aristocrat may grant that consent subject to a charge.

2 PAYMENT

Aristocrat may issue invoices to you once a month or at such other times as Aristocrat considers appropriate. You must pay Aristocrat all amounts specified in each of Aristocrat's invoices at the address and time specified in the invoice (or within 30 days if no time is stated). Time is of the essence in relation to all payments of money to Aristocrat under these Terms. You must not make any deductions of any nature from any amounts you owe to us. Aristocrat may charge you interest at the Interest Rate on any overdue amount compounded daily.

3 PROPERTY AND RISK

3.1 Title in the Goods remains with Aristocrat until Aristocrat has received payment in full for the Goods. You acknowledge that this clause creates a security interest in the Goods and agree to take any further steps that Aristocrat may require in order to enable Aristocrat to register that security interest on the Personal Property Securities Register. To the maximum extent permitted by law:
- (a) you waive any right to receive a verification statement under the Personal Property Securities Act ("PPSA") in respect of the security interest created by these Terms;
- (b) you waive your rights, and the parties contract out of your rights, under the sections referred to in section 107(2) of the PPSA; and
- (c) nothing in sections 114(1)(a), 133 and 134 of the PPSA applies to these Terms.

3.2 Until Aristocrat has been paid in full for the Goods, you must hold the Goods as a bailee of Aristocrat and must not sell, alter, damage, encumber, part with possession or otherwise deal with the Goods.

3.3 Risk in the Goods passes to you on delivery.

4 DELIVERY AND ACCEPTANCE

4.1 Delivery of the Goods or Services occurs at the time Aristocrat:
- (a) makes the Goods available for collection and notifies you of this fact and the location from which they may be collected; or
- (b) performs the Services.

Aristocrat may agree to arrange for the carriage of the Goods after delivery to any place nominated by you. If it does so, it does so as your agent and at your cost. Where you fail to collect any Goods immediately on delivery, Aristocrat may charge you a storage fee in relation to those Goods, and may dispose of those Goods if you fail to collect them within a reasonable time.

4.2 You must inspect the Goods or Services as soon as possible after delivery or performance. Where the Goods or Services are not in accordance with your Purchase Order you must notify Aristocrat in writing of that fact and your reasons within 7 days of delivery. If you do not give any notice under this clause you waive any right of rejection and you must pay for the Goods or Services in accordance with these terms.

4.3 Any time stated for delivery is an estimate only. Aristocrat is not liable for any delay in delivery and you can not refuse to accept Goods or Services merely because they are not delivered by any given date or dates.

5 INSTALLATION AND DOCUMENTATION

Where the Quote indicates that installation is included in the price for the Goods, Aristocrat will install those Goods at a time to be agreed. You must at your expense prepare any location for installation of the Goods in accordance with Aristocrat's reasonable directions.

6 WARRANTY

6.1 Subject to clause 6.3, Aristocrat warrants that:
- (a) The Goods will, for a period of 3 months from the date of delivery of the Goods, be free from material defects in design, material and workmanship;
- (b) The Services will be performed with due care, skill and diligence by competent persons;
- (c) Any Game forming part of the Goods supplied under these terms and conditions will, for a period of 6 months from the date of delivery, produce a turnover which in Aristocrat's opinion is equal to or greater than 80% of the average turnover of all comparable games operating at the same venue (as determined by Aristocrat), provided that the Game has been installed and operating in a live environment for at least 90 days and provided that you have submitted at least 60 days of valid performance data required by Aristocrat for the Game.

6.2 The warranties set out above will not apply and Aristocrat will not be liable if:
- (a) The Goods are used other than in accordance with Aristocrat's recommendations and directions, any user manual, or any warranty conditions stipulated by Aristocrat;
- (b) The Goods are altered, modified or tampered with by any person other than Aristocrat;
- (c) You breach any of your obligations under these terms and conditions; or
- (d) You fail to provide written notice to Aristocrat of your warranty claim (including providing all information and data and doing all things reasonably requested by Aristocrat in relation to that claim (including returning the relevant Goods to Aristocrat at your cost)) within 3 months (or 6 months in the case of clause 6.1(c)) from the date of delivery of the relevant Goods or Services.

6.3 In addition, the Goods warranties in clause 6.1 do not apply to consumables or to any Games supplied under any service offered by Aristocrat for discounted Game Conversions (such as "Game Choice" agreements and the support services referred to in clause 7.3).

6.4 Your sole and exclusive remedy for any valid claim for breach of warranty is, at Aristocrat's option, the repair or replacement of the relevant Goods, the re-performance of the relevant Services or the refund of the price paid by you for the relevant Goods or Services.

7 GAME CONVERSIONS

7.1 Subject to clause 7.2, the Intellectual Property in a Game is licensed to you under clause 9.2 exclusively for use in connection with the EGM on which that Game was originally installed. That means that you must immediately cease using and return to Aristocrat any Game removed from an EGM following a Game Conversion (whether that Game Conversion is performed by Aristocrat or a third party). Title to any such removed Game will transfer to Aristocrat upon its removal.

7.2 Aristocrat may, on request and subject to payment of any applicable charge, transfer Games between EGMs following a Game Conversion instead of requiring you to return a removed Game.

7.3 Aristocrat may offer (or, in certain circumstances, may require) support services on certain EGMs and Games for which a monthly fee will be payable by you. Additional terms specified by Aristocrat may apply to such support services. If Aristocrat agrees to provide (or requires you to accept) such support services, subject to payment of the monthly fee and satisfaction of any other conditions imposed by Aristocrat:
- (a) Aristocrat will correct any reported malfunctions in the relevant EGM to ensure that EGM operates in accordance with its published specifications; and
- (b) Aristocrat will provide compatible Game Conversions on request,

for the period of time notified by Aristocrat.

The support services will not apply if any malfunction is caused by any of the events specified in clause 6.2(a), 6.2(b) or 6.2(c) and if Aristocrat agrees to correct any malfunction in such circumstances, you will be required to pay an additional charge.

8 LIMITATION OF LIABILITY, NO IMPLIED TERMS

8.1 Except as otherwise expressly provided in these Terms or otherwise expressly agreed in writing, all representations, warranties and conditions, express or implied (whether by law or otherwise) relating to the Goods and the Services are excluded to the maximum extent permitted by law. In particular, Aristocrat does not warrant that any Goods or Services will be uninterrupted or error free or that they are fit for any particular purpose.

8.2 Subject to clause 6, Aristocrat has no liability for loss or damage which arises directly or indirectly as a result of these Terms or of any Goods or Services provided under these Terms whether in contract, tort, for negligence or otherwise. If, despite the provisions of these Terms, Aristocrat is found to be liable to you, then its maximum aggregate liability is limited to the price paid for the relevant Goods or Services. In no circumstances will Aristocrat have any liability whatsoever for any indirect or consequential loss or damage, or for any lost profits, lost goodwill or reputation or lost opportunity (whether direct or indirect).

8.3 You must indemnify and keep Aristocrat indemnified against all loss or damage suffered by Aristocrat arising out of any breach by you of these Terms or arising out of your use, operation or possession of the Goods or Services, or the use, operation or possession of the Goods or Services by someone with your authority or permission.

8.4 You acknowledge that any revenue forecasts provided to you by Aristocrat are theoretical indications only and you cannot and do not rely on them in entering into these Terms. You also acknowledge that the Goods or Services have been acquired for business purposes and, accordingly, the Consumer Guarantees Act 1993 does not apply.

9 INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

9.1 Nothing in these Terms and nothing done by Aristocrat pursuant to these Terms conveys or vests any interest in any Intellectual Property to you.

9.2 Aristocrat grants to you a non-exclusive, royalty-free and perpetual licence to use any Intellectual Property in Goods or Services supplied to you by Aristocrat pursuant to these Terms, solely for the purposes of legal gaming at licensed gaming venues in New Zealand, and in the case of Intellectual Property in Games supplied to you by Aristocrat, solely using the EAM on which that Game was originally installed (unless otherwise agreed in writing by Aristocrat). This licence specifically excludes to the extent permitted by law any right to modify, adapt, supply, reverse engineer, sell or sub-licence, or otherwise deal with that Intellectual Property, including the sale, sublicense, supply or other dealing with Intellectual Property in Games as installed on an EGM. That means that you may sell or otherwise dispose of an EGM (whether or not containing a Game) to any third party, but only on terms requiring that third party to agree, in a manner enforceable by Aristocrat, to be bound by the terms of this licence. However you may not sell, dispose of or otherwise deal with any Game separately from the EGM on which that Game was originally installed without Aristocrat's prior written consent.

9.3 Aristocrat may revoke a licence in relation to specific Intellectual Property, whether in general, or in relation to specific Games, Goods or Services, at any time after any Game containing Intellectual Property ceases to be within your possession, custody or control, where you fail to pay for the Goods or Services within the time required under these Terms or where Aristocrat is otherwise entitled to terminate these Terms. If Aristocrat revokes a licence in respect of the Intellectual Property in any Games, you must immediately cease using those Games and return them to Aristocrat. If you fail to do so, Aristocrat may, at your risk and cost, remove or erase those Games.

9.4 You must not do or cause to be done any act or thing impairing or tending to impair any right, title or interest of Aristocrat to any Intellectual Property including without limitation altering or modifying any notice of copyright or other proprietary notice incorporated in or affixed to any part of any Game or other Goods.

9.5 You agree that you are on notice that any breach of the terms of the licence granted by Aristocrat under these Terms may render you liable for infringement of Aristocrat's Intellectual Property rights for which damages alone would be an inadequate remedy and Aristocrat may apply for injunctive relief.

9.6 All information concerning Intellectual Property or which is otherwise confidential to Aristocrat (the latter excluding information which is in the public domain other than by breach of this confidentiality undertaking) belongs and is confidential to Aristocrat and must not be disclosed by you to any person or used by you other than to the extent required to operate the Goods.

10 COMPLIANCE WITH LAWS

10.1 You must obtain and maintain any Approval and provide a copy of any Approval promptly on demand from Aristocrat.

10.2 While Aristocrat may from time to time provide you with advice regarding EGM and/or Game choice and other matters concerning your venue, Aristocrat is not liable in any way for that advice. You remain solely responsible and liable for complying at all times with all applicable laws and legal requirements in respect of your possession and use of Goods and receipt of Services.

11 REGULATORY MATTERS

11.1 You must provide Aristocrat with all documentation, information and assurances requested by Aristocrat for the purpose of complying with any requests or requirements of any Regulator.

11.2 Aristocrat's obligations under these Terms may be suspended by Aristocrat and Aristocrat may terminate these Terms immediately by written notice to you, where:

(a) you fail to apply for, obtain or maintain any Approval or any Approval is suspended; or

(b) any member of the Aristocrat Group reasonably believes that the continuation of these Terms will have a detrimental impact on the ability of the Aristocrat Group (or any one or more members of it) to hold, maintain or obtain any licence or consent issued or to be granted by any Regulator;

(c) any Regulator disapproves of these Terms or any part of them; or

(d) any Goods are disabled or sealed by any Regulator.

12 TERMINATION

12.1 If:

(a) you breach any provision of these Terms and fail to remedy that breach within 5 business days of receipt of written notice;

(b) you suffer an Insolvency Event;

(c) you die, where "you" includes an individual; or

(d) any of the events referred to in clause 11.2 occurs,

Aristocrat may at its election and without prejudice to its other rights and remedies:

(e) terminate these Terms immediately in whole or in part by written notice;

(f) seek specific performance of these Terms in whole or in part;

(g) seek damages for default; and/or

(h) repossess and resell or otherwise dispose of any Goods which you have not paid for in full.

12.2 You irrevocably permit Aristocrat, together with its agents and contractors, to enter your premises to inspect the Goods and enforce Aristocrat's rights under these Terms.

12.3 Aristocrat is not liable for any damages sustained directly or indirectly by you or any other person as a result of Aristocrat exercising any of its rights under clauses 9.3 or this clause 12.

13 GENERAL TERMS AND DICTIONARY

13.1 You authorise Aristocrat and any other member of the Aristocrat Group to collect and hold personal information from any source any member of the Aristocrat Group considers appropriate to be used for determining creditworthiness, for debt collection purposes or for any other purpose related to these Terms. You further authorise the Aristocrat Group to disclose personal information held by the Aristocrat Group for the purposes set out above to any other person (including credit reporters). You have a right of access and may request correction of personal information held by the Aristocrat Group about you.

13.2 These Terms, any schedules attached to them, any invoice or quotation referencing these conditions and the terms of any approved trading account application constitute the whole of the agreement between us and supersede any prior representations, statements and agreements in relation to their subject matter. These conditions apply to the exclusion of all documents submitted by you (whether before or after the date of this agreement) unless and until Aristocrat has expressly agreed to those terms in writing signed by an authorised officer of Aristocrat. These Terms may not be varied except in writing signed by an authorised officer of Aristocrat or in accordance with clause 13.8. The most recent Quote (if any) takes priority over these Terms.

13.3 These Terms are governed by the laws in force in New Zealand.

13.4 Aristocrat may sub-contract or otherwise arrange for another person to perform any part of these Terms or to discharge any of Aristocrat's obligations under these Terms without your prior written consent.

13.5 You may not assign or otherwise transfer any of your rights or obligations under these Terms without Aristocrat's prior written consent. Aristocrat may, at any time, assign any or all of its rights or transfer any or all of its obligations by giving you notice in writing.

13.6 Neither party is liable for any delay or failure to perform its obligations under these Terms (except an obligation to pay money), and those obligations will be suspended, if such delay or failure is due to any cause outside their reasonable control. If such a suspension exceeds 90 days, either party may immediately terminate these Terms by notice in writing to the other party.

13.7 If any part of these Terms is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of these Terms.

13.8 Aristocrat may vary these Terms at any time and from time to time. Any such variation will be effective from the date specified by Aristocrat in any written notice provided to you or published on its website. By requesting or continuing to request any Goods or Services after such effective date, you accept and agree to be bound by any such variation.

13.9 The United Nations Convention on Contracts for the International Sale of Goods (also known as the Vienna Convention) is expressly excluded.

13.10 In this agreement:

"Approval" means any licence or requirement or approval or authorisation of any kind required by any Regulator whether relating to the Goods or Services or this agreement or the laws of any country into which the Goods or Services will be imported, sold or from which the Goods or Services will be exported.

"Aristocrat Group" means Aristocrat Leisure Limited and all bodies corporate wherever incorporated which, if incorporated in Australia, would be a subsidiary of Aristocrat Leisure Limited;

"EGM" means an Aristocrat electronic gaming machine.

"Game" means a game capable of installation and operation on an EGM consisting of the software and firmware expressing the poker machine game and associated artwork.

"Game Conversion" means the conversion, replacement or upgrade of the existing Game in an EGM to a new Game that will operate on the EGM.

"Goods" includes all goods to be supplied to you by Aristocrat which are not covered by another written agreement and includes all things set out in the Quote.

"Insolvency Event" means:

(a) any resolution is passed or order made for the bankruptcy, winding-up or dissolution of you or for any of the events referred to below;
(b) any composition, assignment or arrangement is made with any of your creditors;
(c) the appointment of any liquidator, interim liquidator, receiver, administrator, statutory manager or other similar officer in respect of you or any of your assets;
(d) you stop or suspend (or threaten to do so) payments to your creditors or cease (or threaten to cease) to carry on a material part of your business or you are, or are deemed to be, unable to pay your debts as they fall due; or
(e) any analogous procedure or step is taken in any jurisdiction in relation to you.

"Intellectual Property" means any copyright, trademark, patent or design right or any other intellectual property right in the Goods and Services (including in any Game), whether registered or not in New Zealand or elsewhere.

"**Interest Rate**" means 3% above the annual interest rate charged by Westpac New Zealand Limited on an overdraft facility in excess of $100,000.

"**Purchase Order**" means any written request issued by you for the supply of Goods and/or Services and includes a Quote and any order confirmation.

"**Quote**" means the written document provided to you by Aristocrat setting out the Goods or Services which Aristocrat offers to supply to you on these Terms.

"Regulator" includes any governmental or regulatory authority.

"Services" includes all services to be supplied to you by Aristocrat which are not covered by another written agreement and includes all things set out in a Quote.